

REMARKS

The Application has been carefully reviewed in light of the Office Action dated September 28, 2004. Claims 1 to 5, 7 to 11 and 14 to 26 are in the application, of which Claims 1, 3, 11, 14, 18, 19 and 26 are independent. Claims 1, 3, 5, 7, 8 to 11, 14, 18, 19, 25 and 26 are being amended. Reconsideration and further examination are respectfully requested.

Applicant gratefully acknowledges the indication that Claims 3, 4, 20 to 24 and 26 recite allowable subject matter. Claims 3 and 4 have been rewritten in independent form, and are believed to be in condition for allowance.

By the Office Action, Claims 1, 2, 5, 7 to 11, 14 to 19 and 25 are rejected under 35 U.S.C. § 102(e) over U.S. Patent No. 6,298,164. Reconsideration and withdrawal of the rejection are respectfully requested.

Amended Claim 1 defines a method for negotiating an exchange of image processing functionality between first and second devices over a bi-directional communication link. A function description is communicated between the first and second devices, the function description including information concerning functionality available in the first or second devices. A negotiation between the first and second devices is performed to assign image processing functionality to the first or second device in accordance with the functionality available in the first or second device, wherein the assigned image processing functionality effects an image transfer between the first and second devices. Program code that implements functionality assigned to the other of the first and second devices, and needed by the other of the devices, is transmitted from one of

the first and second devices to the other of the first and second devices, in accordance with the assignment of the image processing functionality, wherein both of the first and second devices can execute the program code to perform the image processing functionality and the program code is executed by the other of the devices in accordance with the transmission of the program code from the one device to the other device.

The applied art, namely Suzuki, is not seen to teach each and every one of the above-identified features, particularly as regards transmitting program code from one device to another device, the program code is transmitted in accordance with the assignment of the image processing functionality and implements functionality assigned to the other device, wherein both the first and second devices can execute the program code to perform the image processing functionality, and the program code is executed by the other device.

At pages 7 and 8, the Office Action seems to interpret the word transfer to mean translate or convert, and then seems to equate the transfer of executable program code from one device to another device with the conversion of data communications from one format to another by a JETSEND agent 46 in a network interface card, which translates JETSEND communications from a JETSEND-enabled device to a non-JETSEND format.

As amended, Claim 1 clearly recites that the program code is transmitted from one device to the other device, wherein both devices can execute the program code to perform image processing functionality, and the program code is executed by the device to which the program code is transmitted.

As stated at col. 6, lines 15 to 31 of Suzuki, the JETSEND agent 46

executes program code to convert JETSEND-formatted communications into a non-JETSEND-formatted communication, such as PCL, to accommodate a non-JETSEND-enabled device, i.e., a legacy device. That is, the JETSEND agent 46 executes functionality which cannot be done by the legacy device.

This is clearly not the same as the present invention, wherein both device that transmits the executable program code and the device to which the executable program code is transmitted can execute the program code to perform image processing functionality, and wherein the program code is executed by the device to which the executable program code is transmitted. Suzuki is not seen to transmit executable program code from one device to the other device such that the other device implements functionality assigned to it.

Finally, the non-JETSEND-formatted communication between the JETSEND agent 46 and the legacy device is not executable program code. At col. 6, lines 25 to 31, Suzuki is seen to describe that the JETSEND agent 46 converts JETSEND images into PCL-formatted data. Clearly, PCL is print data that is operated on by executable program code, and is not itself executable program code.

Accordingly, the applied art, namely Suzuki, is not seen to disclose transmitting program code from one device to another device, the program code is transmitted in accordance with the assignment of the image processing functionality and implements functionality assigned to the other device, wherein both the first and second devices can execute the program code to perform the image processing functionality, and the program code is executed by the other device.

Therefore, for at least the foregoing reasons, Claim 1 is believed to be in condition for allowance. Further, Applicant submits that Claims 8, 11, 14, 18 and 19 are believed to be in condition for allowance for at least the same reasons.

The remaining claims are each dependent from the independent claims discussed above and are therefore believed patentable for the same reasons. Because each dependent claim is also deemed to define an additional aspect of the invention, however, the individual consideration of each on its own merits is respectfully requested.

In view of the foregoing, the entire application is believed to be in condition for allowance, and such action is respectfully requested at the Examiner's earliest convenience.

Applicant's undersigned attorney may be reached in our Costa Mesa, California office by telephone at (714) 540-8700. All correspondence should be directed to our address given below.

Respectfully submitted,



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